

# California High-Speed Train Project



## Draft Task Order

<b>Date:</b>	December 7, 2012
<b>Local Agency:</b>	Chevron Environmental
<b>Agreement No:</b>	
<b>Task Order No:</b>	1
<b>Project Title:</b>	California High-Speed Rail Project
<b>Description:</b>	Abandoned Pipelines

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# Task Order No. 1

## GENERAL

This Task Order supplements and amends the Construction Contract. The purpose of this Task Order is to authorize Facility Work for the Utility Owner. Each Facility that requires relocation will be handled under a separate subtask of this Task Order.

## DEFINITIONS

As used in this agreement, the following terms have the following meanings:

### 1.1 Authority's Contractor

The "Authority's Contractor" means a company, joint venture, partnership, limited liability company, or person that enters into a contract with the Authority for the performance of Facility Work, as defined herein, other than any Excluded Entity.

### 1.2 Authority Designated Holiday

"Authority Designated Holiday" means New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving (fourth Friday in November), and Christmas Day (December 25).

### 1.3 Betterment

"Betterment" shall mean any upgrading of a replacement Facility that is not attributable to the construction of the HST Project and is made solely for the benefit of and at the election of the Facility Owner, including an increase in the capacity, capability, level of service, efficiency, duration or function of the replacement Facility over that which was provided by the existing Facility; provided, however, that the following are not considered Betterments in such cases:

- A. Any upgrading necessary for safe and effective construction of the HST Project;
- B. Replacement devices or materials that meet equivalent standards although they are not identical;
- C. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
- D. Any upgrading required by applicable laws;



- E. Replacement devices or materials which are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase); or
- F. Any upgrading required by the applicable standard specifications, standards of practice and construction methods applied to comparable facilities constructed by or for the Facility Owner at its own expenses, which are in effect as of the date of execution of the applicable Task Order.

## **1.4 Days**

“Days” means calendar days, unless otherwise stated.

## **1.5 Excluded Entity**

“Excluded Entity” means any public or private entity that enters into a contract with Authority to coordinate and/or perform work on its own facilities with work on the HST Project.

## **1.6 Facility**

“Facility” or “Facilities” means any Utility, as defined herein, and/or or any publicly owned and operated road, street, bridge, or grade separation. The term “Facility” or “Facilities” includes traffic signals, street lights, and crossing equipment associated with roads, streets, bridges and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, and/or crossing equipment shall be deemed to provide service to such facilities if they do not carry electricity that will serve any other types of facilities.

## **1.7 Facility Work**

“Facility Work” means all services, labor, materials, and other efforts to be provided and performed including the following general categories: scheduling, utility relocation, demolition, permitting, survey, geotechnical, design, environmental mitigation, construction, quality control, and quality assurance for design and construction, community relations, quality inspection and testing, construction safety and security program, systems testing, preparation of CADD As-Builts, implementation of warranty after construction completion, coordination with jurisdictional authorities (governments, public and private entities), utility companies, railroad companies, and local communities, and other efforts necessary or appropriate to complete the design and construction required for Relocation of Facilities or construction of new Facilities in conjunction with the HST Project.

## **1.8 Hazardous Material**

“Hazardous Material(s)” means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law and/or any substance, material, waste, or other material of any nature whatsoever which may give rise to liability under state or federal law.



## **1.9 HST Project**

HST Project means the development and implementation of intercity high-speed rail service throughout the State of California as defined under current provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code. Any portion of the HST Project for which design or construction work, including Facility Work, is performed, managed, contracted, or directed (by notice to owner or otherwise) by an Excluded Entity, directly or indirectly, is specifically excluded from the definition of HST Project.

### **1.10 Notice to Proceed**

“Notice to Proceed” means written authorization by the Authority to begin performance of Facility Work as specified in Task Orders.

### **1.11 Party**

“Party” refers to the Authority or the Facility Owner, as the context may require and “Parties” means the Authority and the Facility Owner, collectively.

### **1.12 Relocation**

“Relocation” means alteration, removal, relocation, replacement, reconstruction, support, including provision of temporary facilities as necessary, of any and all of the Facility Owner’s Facilities that is necessary in order to accommodate or permit construction of the HST Project.

### **1.13 Right-of-way of Facility Owner**

“Right-of-way of Facility Owner” means a property right held by the Facility Owner in the form of either a recorded or fully executed deed in the usual form or other recorded or fully executed valid instrument that conveys a permanent property right to the Facility Owner for the Facility to be located in a defined area of real property, including but not limited to a defined area within the HST Project right-of-way that is subject to a recorded Joint Use Agreement or Consent to Common Use Agreement. Right-of-way of Facility Owner does not include a franchise or license.

### **1.14 Service Line**

“Service Line” means (a) any Utility line, the function of which is to directly connect the improvements on an individual property (e.g., a single family residence or an industrial warehouse) to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system, and (b) any cable or conduit that supplies an active feed from the Facility Owner’s Facilities to activate or energize governmental lighting and electrical systems, traffic control systems, communication systems or irrigation systems. The term “Service Line” also includes any Utility on public or private property that services structures located on such property.



### **1.15 Task Order**

“Task Order” means a work order or agreement among the Authority, the Authority’s Contractor, and the Facility Owner, authorizing and providing for the performance of specific work and or services and/or the purchase of materials and equipment.

### **1.16 Unforeseen Work**

“Unforeseen Work” means any new and extra work found essential to the satisfactory completion of the Relocation and not covered by any of the various Task Orders or by combination of such Task Orders.

### **1.17 Utility**

“Utility” means, a privately, publicly, or cooperatively owned line, facility or system (including municipal and/or government lines, facilities and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, sewage, waste, storm water or any other similar commodity that directly or indirectly serves the public, including any irrigation system and any fire or police signal system. The necessary appurtenances to each Utility facility (including fire hydrants as appurtenances to water lines and drainage basins for storm water lines) shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line. However, when used in the context of the removal, relocation and/or protection of facilities to accommodate the HST Project, the term “Utility” or “utility” specifically excludes (a) traffic signals, street lights, and crossing equipment, as well as any electrical conduits and feeds providing service to such facilities, and (b) cellular telecommunications towers and related facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, and/or crossing equipment shall be deemed to provide service to such facilities if they do not carry electricity that will serve any other types of facilities.

### **1.18 Wasted Work**

“Wasted Work” means design or construction work performed upon written direction from the Authority, for Relocation rendered useless or unnecessary as a result of the Authority’s cancellation and/or changes in the scope of work as agreed to by both Parties. This term includes any other design or construction work that is needed to accomplish the scope of work for the Relocation and is subsequently rendered unnecessary at some later date.

### **1.19 Working Days**

“Working Days” means each weekday that is not an Authority Designated Holiday.



## WORK TO BE DONE

### 2. Scope of Work

Facility Work as defined in the definitions section is incorporated by reference. Each separate Facility that requires Relocation will be treated as a subtask to this Task Order.

#### 2.1 Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The Authority's Contractor will furnish all labor, material, equipment and supervision required to complete the relocation of Facilities and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the Authority's office at 770 L St, Suite 800, Sacramento, CA 95814.

#### 2.2 Facility Work to be Performed by Parties Pursuant to this Task Order:

The Authority's Contractor performs all design and construction services for Facility Work, the Utility Owner will review and approve Facility plans and be entitled to have a reasonable number of representative on site on the HST Project to verify the Facility Work is being properly performed by the Authority's Contractor and approve that Facility Work.

##### 2.2.1 Subtask 1.01

**Scope:** Design, secure proper permits, traffic control, remove, properly dispose, and cap existing Facilities near SR 180 and the proposed alignment intersection. Existing Facilities are shown on Drawing UT-C4043.

Facility Work is shown on Drawing UT-C4043.

Estimated Period of Performance:	<u>6 Months</u>
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Estimated value of this Facility Work:	<u>\$96,000</u>
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##### 2.2.2 Subtask 1.02

**Scope:** Design, secure proper permits, traffic control, remove, properly dispose, and cap existing Facilities near the existing H Street and Divisadero Street intersection. Existing Facilities are shown on Drawing UT-C4044.

Facility is shown on Drawing UT-C4044.

Estimated Period of Performance:	<u>6 Months</u>
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Estimated value of this Facility Work:	<u>\$105,000</u>
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### 2.2.3 Subtask 1.03

**Scope:** Design, secure proper permits, traffic control, remove, properly dispose, and cap existing Facilities near the existing G Street and Stanislaus Street intersection. Existing Facilities are shown on Drawing UT-C4054.

Facility is shown on Drawing UT-C4054.

**Estimated Period of Performance:** 6 Months

**Estimated value of this Facility Work:** \$42,000

### 2.2.4 Subtask 1.04

**Scope:** Design, secure proper permits, traffic control, remove, properly dispose, and cap existing Facilities parallel to the HSR alignment from G Street and Fresno Street to G Street and Tulare Street. Existing Facilities are shown on Drawing UT-C4055, UT-C4056, and UT-C4057.

Facility is shown on Drawing UT-C4055, UT-C4056, and UT-C4057.

**Estimated Period of Performance:** 6 Months

**Estimated value of this Facility Work:** \$1,110,000

## Project Schedule

Deadlines for the completion of Facility Work are provided for in the contract between the Authority and the Authority's Contractor.

### 2.3 Schedule for Facility Work (This Task Order Only)

The Authority's Contractor shall complete the design work in accordance with the schedule specified in this Task Order. The Authority's Contractor shall commence construction work only after acceptance of the final design for such work. The Authority's Contractor must comply with or receive a written variance for applicable city and county laws, regulations, and ordinances including permitting, inspection processes, work hours regulations, traffic management plan, dust control and noise regulations.

<b>Design:</b>		<b>Construction:</b>	
<b>Start Date:</b>	June 2013	<b>Start Date:</b>	December 2013
<b>Completion Date:</b>	December 2013	<b>Completion Date:</b>	February 2017

## Performance of Work

### 2.4 Design

The design furnished by the Authority's Contractor pursuant to this Task Order shall be substantially in accordance with the Proposed Preliminary Design and shall be consistent with 30% design submittal of the HST Project plans. All plans for Facility Work are subject to review



by the the Authority, the Utility Owner, and the Authority's Contractor, in accordance with the time frames and procedures set forth in the RFP No. 11-16.

**By Authority's Contractor:** The Authority's Contractor performs all design and construction services for Facility Work.

## 2.5 Construction

The Authority's Contractor will perform all the construction services for the Facility Work. The construction of Facility Work shall be performed substantially in accordance with the final Facility plans.

### Liability For Work

The Authority shall each be responsible for the cost of Facility Work as specified herein.

The total estimated cost for Facility Work is: \$ 1,353,000

## 2.6 Cost Allocation

The Authority pays 100 % and Utility Owner pays 0 % of cost of Facility Work.

## Cost Estimate

### 2.7 The amounts stated herein are estimates of the costs associated with Facility Work. For Work by Authority's Contractor

The Authority has prepared an initial cost estimate in the amount of \$ 1,353,000 for Facility Work included in this Task Order.

The Authority's Contractor shall prepare an independent cost estimate for Facility Work which shall be submitted for the Authority's approval. Such estimate will reflect appropriate estimated charges for Betterment and salvage value, if any. Upon approval, the parties shall revise this Task Order to incorporate the approved estimate.

## Betterment, Accrued Depreciation, Salvage

The Utility Owner shall credit the Authority for the actual cost of any Betterment, salvage value, and accrued depreciation on the Facilities, and pay the the Authority's Contractor for the actual cost of any Betterment constructed by the Authority's Contractor.

Facility Work in this Task Order does not include any Betterment.

## Billing and Payment

Billing and payment shall be in accordance with the RFP No. 11-16.

## Contacts

The contacts for this Task Order will be as follows:



Authority:

Authority's Contractor:

